



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

October 21, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE CONTRACT FROM THE CALIFORNIA DEPARTMENT OF EDUCATION
TO ADMINISTER A CENTRALIZED ELIGIBILITY LIST
FOR LOS ANGELES COUNTY
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

Approve the annual contract from the California Department of Education (CDE) to administer a Centralized Eligibility List for Los Angeles County. This contract will support the operation of the Los Angeles County Centralized Eligibility List (LACEL) in Los Angeles County and will streamline access to State-subsidized child care services for low-income families.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached contract with the CDE/Child Development Division (CDD) in the amount of \$500,000 for the period beginning July 1, 2008 through June 30, 2009. This contract will support the operation of the LACEL in Los Angeles County and will streamline access to State-subsidized child care services for low-income families. The LACEL will continue to be administered by the Office of Child Care, within the Chief Executive Office (CEO), Service Integration Branch, on behalf of the County of Los Angeles Child Care Planning Committee (Planning Committee).
2. Delegate authority to the CEO or his designee, to prepare and execute any and all documents and contract amendments on behalf of the County as may be deemed necessary to effectuate this contract.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only***

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to State requirements, formal approval by your Board is needed to accept this contract and related funding. The requirement of establishing and maintaining a LACEL is stipulated in the California Education Code.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Continuation of the LACEL is consistent with the County's Strategic Plan goals related to: (1) Service Excellence, (3) Organizational Effectiveness, and (5) Children and Families' Well-Being. The Countywide LACEL provides the public with improved access to subsidized child care and development services.

FISCAL IMPACT/FINANCING

The CEO's Office of Child Care will administer this contract on behalf of the Planning Committee. The contract for \$500,000 is included in the CEO's Fiscal Year 2008-09 Adopted Budget and will cover all costs associated with full implementation of the LACEL in Los Angeles County, including the previously approved staff.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LACEL is a Web-based data base of low-income families who need and are eligible for subsidized child development services funded by CDE. LACEL enables parents to register once for these services, rather than having to complete multiple applications with several agencies. LACEL also assists the 150 individual center-based and child care voucher programs operates in Los Angeles County to quickly identify eligible families for enrollment, and provides an unduplicated count of families and children seeking subsidized child care services.

In September 2008, there were 49,000 children from over 35,000 income eligible families on the LACEL. Further, more than 20,000 children from LACEL have been enrolled in subsidized child care programs.

The renewed contract requires the Office of Child Care to:

- Provide training and technical assistance to all CDE-funded child development contractors to facilitate their utilization of the LACEL when enrolling eligible families;
- Update the records in the LACEL data base on a continuous basis;
- Work with CDE and the software vendor to ensure that LACEL complies with all CDE directives, such as the method to calculate family income and the ranking of eligible families by income; and

- Conduct outreach activities to ensure that all eligible families are aware of LACEL and how to access subsidized child care.

This program is funded by the State and is conditioned upon the County executing State-prepared contracts. Therefore, this contract does not contain standard Board-required terms and conditions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Continuation of the LACEL facilitates access for income-eligible families to the full-range of subsidized child care services. Individual CDE-funded child development contractors are not required to manage cumbersome, site-specific eligibility lists. In addition, LACEL helps promote an effective and integrated service delivery system where lowest-income families are systematically identified to fill vacancies in subsidized child care services; families are informed of all relevant program vacancies; and accurate information on the unmet need for subsidized child care can be used to target future resources.

LACEL makes it possible for County departments serving low-income families with young children to offer their clients a "one stop" referral for subsidized child care. In addition, LACEL enhances current partnerships with Los Angeles Universal Preschool and Head Start, ensuring that low-income families are made aware of these service options.

CONCLUSION

Two signed copies (original signatures are required) of the contract (Attachment A) should be returned to:

- Chief Executive Office, Service Integration Branch, Office of Child Care, 222 South Hill Street, 5th Floor, Los Angeles, California 90012. Copies will be forwarded to CDE/CDD, as required.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer



HOLLY REYNOLDS, CHAIR
Child Care Planning Committee

WTF:MS:KH
KMS:LE:gj

Attachment

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

DATE: July 01, 2008

CONTRACT NUMBER: CCEL-8019

PROGRAM TYPE: CENTRALIZED ELIGIBILITY
LIST CONTRACTS

PROJECT NUMBER: 19-2419-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: LOS ANGELES COUNTY BOARD OF SUPERVISORS

By signing this contract and returning it to the State, you are agreeing to use the funds identified below to provide eligible families with equitable access to subsidized child care and development services and to provide participating child development agencies and other providers of subsidized child care and development services with efficient and equitable access to information about the families who are eligible for child care subsidies, in accordance with Exhibit B, PROGRAM REQUIREMENTS FOR CENTRALIZED ELIGIBILITY LIST (also available online at <http://www.cde.ca.gov/fg/aa/cd/>), which by this reference is incorporated into this contract. The contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A), which by this reference is incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the Program Requirements for Centralized Eligibility List, Child Care and Development Resource and Referral Funding Terms and Conditions (FT&C) and Title 5, California Code of Regulations.

This contract is effective from July 01, 2008 through June 30, 2009. The total amount payable pursuant to this agreement shall not exceed \$500,000.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County CounselBy _____
Deputy

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke		PRINTED NAME AND TITLE OF PERSON SIGNING Yvonne B. Burke, Chair	
TITLE Manager, Contracts & Purchasing Svcs		ADDRESS 500 W. Temple St., #866, Los Angeles, CA 90012	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 500,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0156 24944-2419		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 500,000	ITEM 30.10.020 6100-196-0001	CHAPTER B/A	STATUTE 2008
	FISCAL YEAR 2008-2009		
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-0000 Rev-0000			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

Department of General Services
use only

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - Establish a Drug-Free Awareness Program to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - Every employee who works on the proposed contract will:
 - receive a copy of the company's drug-free workplace policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. SWEATFREE CODE OF CONDUCT:
- All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
 - The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
6. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT B

**PROGRAM REQUIREMENTS
FOR
CENTRALIZED ELIGIBILITY LIST
(CCEL)**

July 1, 2008 – June 30, 2009

CENTRALIZED ELIGIBILITY LIST PROGRAM REQUIREMENTS
Fiscal Year 2008-09

The purpose of the Centralized Eligibility List (CEL) system is to provide eligible families with equitable access to subsidized child care and development services and to provide participating child development agencies and other providers of subsidized child care and development services with efficient and equitable access to information about the families who are eligible for child care subsidies.

This contract may be fully or partially funded through a grant from the federal Department of Health and Human Services and subject to *Code of Federal Regulations (CFR)* 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number is 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number is 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

I. GENERAL PROVISIONS

A. Notification of Address Change

1. Contractors shall notify the CDD in writing of any change in mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:
 - a. Board minutes verifying the change in address; and
 - b. A copy of the address change notification to the Internal Revenue Service.
2. Contractors shall notify the CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake.
3. For proposed site changes for Prekindergarten and Family Literacy Part- and Full-Day programs, a request must be submitted to the CDD and shall include:
 - a. The name and address of the current program location;
 - b. The names, addresses of the proposed program

- location;
- c. Verification that the proposed program location is within the attendance area of an elementary school with a decile ranking of 1 to 3, inclusive, based on the 2005 base academic Performance Index; and
- d. The site license for the proposed program location.

Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in Education Code Section 8238.4(a)(2). The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request:

B. Notification of E-mail Contact Changes

Contractors shall assure that at all times the e-mail address on file at the CDD is accurate for contacting the following individuals:

1. Executive Board
2. Program Director

Contractors shall utilize procedures provided by the CDD to electronically add new addresses or delete old addresses, as needed.

C. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDD.

Private contractors shall require two (2) authorized signatures on all checks unless:

1. the contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount; and
2. the annual audit verifies that appropriate internal controls are maintained.

D. Prohibition Against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees.

Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received.

E. Materials Developed with Contract Funds

If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the child development program. If the materials were developed in part with contract funds, the income from the sale of the materials that shall be used in the child development program shall be computed in direct proportion to the share of contract funds used in development of the materials.

Materials developed with contract funds shall contain an acknowledgement of the use of State funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of the CDE.

F. Prohibition Against of Religious Instruction or Worship

The contractor shall not provide nor be reimbursed for child care and development services that include religious instruction or worship if child care and development services are provided by a center-based contractor or a family child care home education network.

G. Contractor's Termination for Convenience

1. General Termination for Convenience

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies the CDD of its intent to terminate the contract, the contractor shall submit:

- a. a current inventory of equipment purchased in whole or in part with contract funds.

Upon receipt of a notice of intent to terminate, the CDD will transfer the program to another agency as soon as practicable.

The State shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The State shall offset any monies the contractor owes the State against any monies the State owes under this contract.

2. Changes in Laws or Regulations

The CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify the CDD in writing of the contractor's intent to terminate if the required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

H. Eligibility for Funding

A contractor is not eligible for additional funds, as defined in Section I. of the center-based funding terms and conditions, if the contractor has received final notification, as specified in Section VIII.A. of the center-based funding terms and conditions, that its contract has been terminated.

A contract is not eligible for additional funds if the contractor has demonstrated fiscal and/or programmatic noncompliance and has received final notification as specified in Section IX.A. of the center-based funding terms and conditions that:

1. its contracts will be placed on conditional status; or
2. it will not be offered continued funding.

I. Applicability of *Corporations Code*

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the *Corporations Code* including standards of conduct and management of the organization.

J. Conflicts of Interest

For any transaction to which the contractor is a party and the other party is:

1. an officer or employee of the contractor or of an organization having financial interest in the contractor; or
2. a partner or controlling stockholder or an organization having a financial interest in the contractor; or
3. a family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length.

Based on corporate law (*Corporations Code* sections 310, 5233-5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include:

1. prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed; and
2. all parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser, licensed by the California Office of Real Estate Appraisers. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (OMB A-110, Subpart D)

Rental costs for equipment owned by affiliated organizations, officers or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

K. Americans with Disabilities Act

By signing this contract, the contractor assures the CDE that it shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

L. Air or Water Pollution Violations (*Government Code* Section 4477)

By signing this agreement, the contractor swears under penalty of perjury that the contractor is not:

1. in violation of any order or resolution not subject to review promulgated by the state Air Resources Board or an air pollution control district;
2. subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the *Water Code* for violation of waste discharge requirements or discharge prohibitions; or
3. finally determined to be in violation of provisions of federal law relating to air or water pollution.

M. Recycled Paper Certification (*Public Contract Code* Section 12205)

The contractor agrees to certify in writing to the CDE, under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in *Public Contract Code*, Section 12200, in products, materials, goods or supplies offered or sold to the State regardless of whether the product meets the requirements of *Public Contract Code* Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

N. Child Support Compliance (*Public Contract Code* Section 7110)

For any agreement in excess of \$100,000, the contractor acknowledges that:

1. it recognizes the importance of child and family support obligations and shall fully comply with all applicable

state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the *Family Code*; and

2. to the best of its knowledge it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

O. Unlawful Denial of Services (*Government Code* Section 11135)

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, gender, ancestry, color, or mental or physical disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.
2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, "disability" means any mental or physical disability as defined in *Government Code* Section 12926.

P. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state (General) or federal funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Q. Priority Hiring Consideration (*Public Contract Code* 10353)

If the contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under the *Welfare and Institutions Code* Section 11200 in accordance with *Public Contract Code* 10353.

R. *Labor Code/Workers' Compensation (Labor Code Section 3700)*

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions and the contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement.

S. *Corporate Qualifications to do Business in California*

1. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
2. "Doing business" is defined in *Revenue and Taxation Code (R&TC)* Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
3. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

T. *Equipment Bidding and Approval Requirements*

All equipment purchases in excess of seven thousand five hundred dollars (\$7,500) per item (including tax) shall be approved in writing in advance by the CDD. In determining if an equipment purchase exceeds the threshold, all expenses associated with a purchase that are necessary for it to perform the intended purpose should be included in calculating the purchase cost. (Example: A computer system could include, but is not limited to, individual items such as a central processing unit (CPU), computer monitor, computer stand, modems, disk drives, software, printer, etc. or hardware and software to install a local area network (LAN) system.

U. Equipment Inventory

Property records must be maintained that include a description of the equipment, serial number or other identification number, the source of the equipment, the acquisition date, the cost of the equipment, the location, use and condition of the equipment and any ultimate disposition date including date of disposal and sale price if applicable. A physical inventory of equipment must be taken at least every two years and reconciled with property records. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft (any loss damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

V. Title, Use, Disposition and Retention of Equipment

1. Title. When equipment is purchased with state funds, title shall vest in the contractor for such a period of time as the contractor has a contract with the CDE.
2. Retention of Equipment. The CDD may provide written authorization for the contractor to retain the equipment for the contractor's own use if a fair compensation is paid to the state for the state's share of the cost of the equipment. Fair compensation shall be determined by the state using the state's share of the original acquisition cost, less depreciation, computed on a straight-line method over the estimated useful life expectancy of the equipment.
3. Use. When equipment is purchased in whole or in part with state funds, the contractor shall use the equipment exclusively in the program(s) from which the funds were used to purchase the equipment. If the contractor wishes to share the use of the equipment between/among two (2) or more programs, the cost of such equipment shall be prorated between/among the programs.
4. Disposition. The contractor may dispose of obsolete equipment and remove the asset at its recorded value. If the sale of equipment originally purchased with state funds occurs, the proceeds from the sale of the equipment must be returned to the program. If the contractor no longer has a contract with the CDE, the contractor shall dispose of the equipment in accordance with written directions from the CDD.

II. SERVICE DELIVERY AREA

The contractor shall provide CEL services to participating child development agencies, the county welfare department, participating Head Start providers, and other participating child care and development programs serving low-income families within the county.

III. CENTRALIZED ELIGIBILITY LIST (CEL) FUNCTIONS

- A. The contractor shall maintain and administer an accessible countywide CEL that does all of the following:
 - 1. Utilizes state eligibility and need criteria for, at a minimum, subsidized child care and development services, State Preschool, CalWORKs child care.
 - 2. Receives CEL application data directly or electronically from any of the following: parents, participating child care and development agencies, the county welfare department, participating Head Start providers, or other agencies serving low-income families in the county.
 - 3. Provides access to CEL information to all participating child care and development agencies in the county.
 - 4. Provides aggregate CEL data available to the local resource and referral program(s), the local child care planning council, and participating agencies for planning purposes.
- B. The contractor shall ensure that timely training, technical assistance, and support is provided to participating agencies to facilitate the efficient exchange of CEL client information. This shall include, but not be limited to, assistance with:
 - 1. Initial data migration
 - 2. CEL software or system database training
 - 3. Establishment of CEL operational policies and procedures to be used by participating agencies
 - 4. Accessibility of the CEL to participating agencies
- C. The contractor shall ensure that appropriate and consistent CEL information in languages spoken in the county is made available to parents that includes the function and purpose of the CEL.
- D. The contractor and participating agencies shall provide contact information to parents applying for the CEL regarding the local resource and referral agency's child care consumer education program.

- E. The contractor shall provide CEL data to the Department of Education on an annual basis in the manner and time frame determined by the Department. (See Attachment A, Data Dictionary)
- F. The contractor shall attend a Regional CEL Administrators meeting conducted by the California Department of Education at least once during the contract period.

IV. DATA COLLECTION AND MANAGEMENT

- A. At a minimum, the contractor shall collect all CEL data required to be submitted to the California Department of Education, including but not limited to the data identified in the CEL Data Dictionary:
 - 1. Family application information
 - 2. Child information
 - 3. Reason for service
 - 4. Service needed
 - 5. Record status
- B. The contractor shall maintain the following types of records in the database:
 - 1. Active, including "Enrolled, but waiting"
 - 2. Pending (records under review by a participating agency)
 - 3. Enrolled (no longer actively waiting)
 - 4. Terminated or archived
- C. The contractor shall establish policies in conjunction with participating agencies and local planning councils for managing the CEL data, to include:
 - 1. Systems to maintain data integrity while minimizing duplicate entries
 - 2. The amount of time and number of names that are made available to a participating agency to fill vacancies and whether the names are held exclusively.
 - 3. The updating of records and purging of files at least annually.
 - 4. A print and mail system for generating letters, along with necessary translations, as needed.
 - 5. For non-internet accessible CELs, the frequency in which aggregate data reports may be requested.

V. CONFIDENTIALITY OF INFORMATION

- A. The use or disclosure of information pertaining to the child or the child's family shall be restricted to purposes directly related to the administration of the subsidized child care services. Data collection and dissemination of information shall be handled in such a manner as to ensure confidentiality of the names and addresses of individual CEL children and families.
- B. The contractor shall abide by paragraph V.A. whenever it shares CEL information necessary for the administration of the subsidized child care services with the Department of Education, participating child development agencies, the county welfare department, and participating Head Start providers, local child care planning councils, and any other participating agency in the county.

VI. CONTRACTOR POLICIES

The contractor may establish policies consistent with state law and regulations in consultation with and mutually agreed upon by the participating child development agencies, the county welfare department, participating Head Start providers, and other participating agencies. Policies may address the following:

- A. Eligibility verification
- B. Confidentiality
- C. Parental preference of program type, geographic area, and need for voucher
- D. Application process
- E. Referral of families to the local resource and referral program and other community agencies, as applicable
- F. Updating of records

VII. CONFLICT RESOLUTION PROCEDURES

The contractor shall develop and implement written conflict resolution procedures that specify;

- A. The procedures for the documentation and resolution of disagreements by participating agencies; and
- B. The procedures for the documentation and resolution of complaints by CEL parents.

VIII. CENTRALIZED ELIGIBILITY LIST PROGRAM QUALITY REQUIREMENTS

A. PROGRAM PHILOSOPHY, GOALS AND OBJECTIVES

Each contractor shall have a written statement of philosophy and goals and objectives, which support that philosophy. The governing body of each contractor shall approve the program philosophy, goals and objectives. The goals and objectives shall address the requirements contained in Sections II through IV below and shall reflect the cultural and linguistic characteristics of the families in the county.

B. STAFF DEVELOPMENT PROGRAM

Each contractor shall develop and implement a staff development program that includes the following:

1. Identification of training needs of staff;
2. Written job descriptions;
3. An orientation plan for new employees;

C. An annual written performance evaluation procedure unless a different frequency of performance evaluations is specified in a contractor's collective bargaining agreement with their employees;

D. Staff development opportunities that include topics related to the functions specified in each employee's job descriptions and those training needs identified by the contractor pursuant to Section II.A above; and

E. An internal communication system that provides each staff member with the information necessary to carry out his or her assigned duties.

IX. COMMUNITY INVOLVEMENT

Each contractor shall solicit support from the community. Each contractor shall provide information to the community regarding CEL services. Contractors shall utilize media or other forms of communication in the community.

X. ANNUAL SELF-STUDY PROCESS

Each contractor shall develop and implement an annual self-study plan that determines if the program goals and objectives are being met. The self-

study shall include a self-assessment by the contractor using the coordinated Compliance/Contract Monitoring Review instrument in accordance with instructions specified by the Child Development Division (CDD). The self-study plan shall include assessment of the program by parents. The contractor shall submit a summary of the findings of the self-study to the CDD by June 1 of each year. The contractor shall modify its goals and objectives to address any areas identified during the self-study as needing improvement.

If there are questions regarding the appropriateness of a proposed expenditure, they may be addressed to Lidia Renteria, Consultant, Child Development Division, Policy Office, at (916) 322-6248 or by email at lrenteria@cde.ca.gov.

Attachment A

Centralized Eligibility List (CEL) Data Dictionary

FAMILY APPLICATION INFORMATION				
Data Variable	Data Definition	Data Type	Field Size	Valid Values
Application.Date	Date family applied to the Centralized Eligibility List	CHAR	8	MMDDYYYY
Update.Date	Date the family information was last updated	CHAR	8	MMDDYYYY
Family.Home.County	Family Home County of family (Federal Information Processing Standards Code(FIPS): StateCode(2)CountyCode(3))	CHAR	5	NNNNN State: AZ=04 CA=06 NV=32 OR=41 County: 001 thru 115
Family.Identifier	A unique family identifier. A concatenated field starting with FIPS code (above) and 20 characters to be determined by each CEL, e.g., first 9 of record number.	CHAR	Up to 25	Alphanumeric
Gross.Family.Monthly.Income	Family's total adjusted gross monthly income from all sources (rounded to the nearest dollar). (Eligibility/income/program rules apply)	NUM	Up to 5	NNNNN
Family.Size	The total family members residing in the same residence	NUM	Up to 2	NN
Family.Home.Zip	Family's home zip code	NUM	Up to 9	NNNNNNNNNN
Employment.or.Training.Zip	Employment or Training zip code	NUM	Up to 9	NNNNNNNNNN
Zip.Code1	First zip code for CDD subsidized services	NUM	Up to 9	NNNNNNNNNN
Zip Code2	Second zip code for CDD subsidized services	NUM	Up to 9	NNNNNNNNNN
Zip.Code3	Third zip code for CDD subsidized services	NUM	Up to 9	NNNNNNNNNN
Zip.Code4	Fourth zip code for CDD subsidized services	NUM	Up to 9	NNNNNNNNNN
Zip.Code5	Fifth zip code for CDD subsidized services	NUM	Up to 9	NNNNNNNNNN
Zip Code6	Sixth zip code for CDD subsidized services	NUM	Up to 9	NNNNNNNNNN
Zip.Code7	Seventh zip code for CDD subsidized services	NUM	Up to 9	NNNNNNNNNN
Zip.Code8	Eighth zip code for CDD subsidized services	NUM	Up to 9	NNNNNNNNNN
Zip.Code9	Ninth zip code for CDD subsidized services	NUM	Up to 9	NNNNNNNNNN
Zip Code10	Tenth zip code for CDD subsidized services	NUM	Up to 9	NNNNNNNNNN

Centralized Eligibility List (CEL) Data Dictionary

FAMILY NEED INFORMATION: PRIMARY REASON FOR NEEDING CDD SERVICES

(Minimum of 1 must be selected)

Data Variable	Data Definition	Data Type	Field Size	Valid Values
Working	Parent/guardian/caretaker is working as the reason for needing CDD subsidized services	CHAR	1	Y N
Education or Training	Parent/guardian/caretaker is in education or training and is the reason for needing CDD subsidized services	CHAR	1	Y N
Actively Seeking Employment	Parent/guardian/caretaker is actively seeking employment and is the reason for needing CDD subsidized services	CHAR	1	Y N
Incapacitated	Parent/guardian/caretaker is incapacitated and is the reason for needing CDD subsidized services	CHAR	1	Y N
Seeking Permanent Housing	Parent/guardian/caretaker is seeking permanent housing and is the reason for needing CDD subsidized services	CHAR	1	Y N
Part-day educational preschool	Parent/guardian/caretaker is selecting part-day preschool for their child/children	CHAR	1	Y N

CHILD INFORMATION: INFORMATION ON THE CHILD NEEDING CDD SERVICES

Data Variable	Data Definition	Data Type	Field Size	Valid Values
Child.Unique.Identifier	A concatenated field of 13 alphanumeric characters, where the first 5 digits are the county FIPS code (above) and the last 8 digits are the database ID of the child record in the local database, left-padded with zeros. (5 digit FIPS + 8 digit ID)	CHAR	Up to 13	Alphanumeric
Child Application Date	Date the child applied to the Centralized Eligibility List	CHAR	8	MMDDYYYY
Child.Birth.Date	Child date of Birth (Age eligibility rules apply)	CHAR	8	MMDDYYYY
Protective Services	Child receiving child protective services through County Welfare Dept. or referred because at risk of abuse, neglect or exploitation.	CHAR	1	Y N
Exceptional. Needs	An indication whether the child has Individual Family Service Plan (IFSP) or Individualized Education Plan (IEP)	CHAR	1	Y N

Centralized Eligibility List (CEL) Data Dictionary

Foster/Guardian.Child	An indication whether the child is receiving foster care services <u>or is in the care of an adult who is not his/her biological or adoptive parent.</u>	CHAR	1	Y N
Continuity of Care	<p>"Enrolled, but waiting" applies to any child who is enrolled and already receiving services in a CDD subsidized program but waiting to either:</p> <p>1) Transfer: This category includes children who are at risk of losing care because they will no longer meet the existing program parameters, but is otherwise eligible.</p> <p>(For example, a child who will be aging out of an infant toddler program soon and would receive a Notice of Action. This child needs to transfer to another contractor in order to continue services and would be marked "Y" under this category)</p> <p>2) Needs additional service: This category applies to center or FCCHEN children who need additional care because the programs hours of operation cannot accommodate the additional care.</p> <p>(For example, a child is enrolled in a CDD center for full day services but the center does not provide evening services. The parent is taking night classes and needs additional care in the evening for the child. Since the CDD center where the child is enrolled is not open evenings, the child will be marked as "Y" waiting for additional services.)</p> <p><u>Note:</u> The Agency currently serving the child needs to confirm this designation and provide its contact information.</p>	CHAR	1	Y N
Sibling. Indicator	<p>An indication whether the child has a sibling who is currently receiving CDD subsidized care. (EXCEPT PART DAY STATE PRE SCHOOL)</p> <p>A record marked 'Y' would identify the family as certified eligible for and is receiving subsidized care.</p> <p><u>Note:</u> Information for this field is to be provided by the Agency that has certified the family for both eligibility and need. They should supply this information when the Agency cannot place all the family's children at their location.</p>	CHAR	1	Y N

Attachment A

Centralized Eligibility List (CEL) Data Dictionary

SERVICE NEEDED: (Minimum of 1 must be selected)				
Data Variable	Data Definition	Data Type	Field Size	Valid Values
Full Time Care	Full Time Care	CHAR	1	Y N
Part Time Care	Part Time Care	CHAR	1	Y N
Evening	An indication whether the child needs CDD services during the evening/overnight.	CHAR	1	Y N
Weekend	An indication whether the child needs CDD services during the weekend.	CHAR	1	Y N

File Status:				
Data Variable	Data Definition	Data Type	Field Size	Valid Values
"Active" Status	An indication the child is ready for immediate placement pending final verification of documentation.	CHAR	1	Y N
Partially Enrolled	An indication the child is enrolled in a part-day State Pre-School or Part Day Pre Kindergarten Family Literacy program but parent is requesting to wait on the CEL for additional services to meet full day need.	CHAR	1	Y N
Exit Date	The date the child left active status (Date the child was enrolled from the CEL to receive subsidized services and no longer waiting on the CEL for subsidized services OR the date the child exited from the CEL and is no longer waiting for subsidized services.)	CHAR	8	MMDDYYYY
Enrolled	An indication whether the child received subsidized care. (A child has been enrolled from the CEL to receive subsidized services and no longer waiting on the CEL for subsidized services OR a child has not been enrolled from the CEL and has not received subsidized services and is no longer waiting.)	CHAR	1	Y N
Vendor Number	The CDD assigned vendor number for the CDD contractor/ agency who processed the enrollment of the child/family from the CEL. (9999 to be used for non-CDD agency enrollment)	AlphNum	4	Alphanumeric